

EXHIBIT A

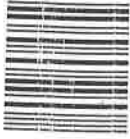
FROM:

Champions Law
170 West Road Suite 6D
Portsmouth, NH 03801

CERTIFIED MAIL



7022 0410 0000 7900 8833



U.S. POSTAGE PAID
FCM LG ENV
PORTSMOUTH, NH
03801-1822
AMOUNT

\$8.56

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46802

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1000 Lawrence

TO:

The Lincoln National
Life Insurance Company
1300 S Clinton St
Port Wayne, IN 46802-3518

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT

Hillsborough Superior Court Northern District
300 Chestnut Street
Manchester NH 03101

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

SUMMONS IN A CIVIL ACTION



Case Name: **Sheryl Lawrence v The Lincoln National Life Insurance Company**
Case Number: **216-2022-CV-00242**

Date Complaint Filed: April 27, 2022

A Complaint has been filed against The Lincoln National Life Insurance Company in this Court. A copy of the Complaint is attached.

The Court ORDERS that ON OR BEFORE:

- June 16, 2022 Sheryl Lawrence shall have this Summons and the attached Complaint served upon The Lincoln National Life Insurance Company by in hand or by leaving a copy at his/her abode, or by such other service as is allowed by law.
- July 07, 2022 Sheryl Lawrence shall electronically file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.
- 30 days after Defendant is served The Lincoln National Life Insurance Company must electronically file an Appearance and Answer or other responsive pleading form with this Court. A copy of the Appearance and Answer or other responsive pleading must be sent electronically to the party/parties listed below.

Notice to The Lincoln National Life Insurance Company: If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:

Laurie A. Lacoste, ESQ

The Lincoln National Life
Insurance Company

Champions Law PLLC 170 West Rd Ste 6D Portsmouth NH
03801

1300 S Clinton Street Fort Wayne IN 46802-3518

BY ORDER OF THE COURT

May 02, 2022

W. Michael Scanlon
Clerk of Court

(126954)

**THE STATE OF NEW HAMPSHIRE
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NOTICE TO DEFENDANT

Case Name: **Sheryl Lawrence v The Lincoln National Life Insurance Company**
Case Number: **216-2022-CV-00242**

You have been served with a Complaint which serves as notice that this legal action has been filed against you in the **Hillsborough Superior Court Northern District**. Review the Complaint to see the basis for the Plaintiff's claim.

Each Defendant is required to electronically file an Appearance and Answer 30 days after service. You may register and respond on any private or public computer. For your convenience, there is also a computer available in the courthouse lobby.

If you are working with an attorney, they will guide you on the next steps. If you are going to represent yourself in this action, go to the court's website: www.courts.state.nh.us, select the Electronic Services icon and then select the option for a self-represented party.

1. Complete the registration/log in process. Click Register and follow the prompts.
2. After you register, click Start Now. Select **Hillsborough Superior Court Northern District** as the location.
3. Select "I am filing into an existing case". Enter **216-2022-CV-00242** and click Next.
4. When you find the case, click on the link and follow the instructions on the screen. On the "What would you like to file?" screen, select "File a Response to Civil Complaint". Follow the instructions to complete your filing.
5. Review your Response before submitting it to the court.

IMPORTANT: After receiving your response and other filings the court will send notifications and court orders electronically to the email address you provide.

A person who is filing or defending against a Civil Complaint will want to be familiar with the Rules of the Superior Court, which are available on the court's website: www.courts.state.nh.us.

Once you have registered and responded to the summons, you can access documents electronically filed by going to <https://odypa.nhecourt.us/portal> and following the instructions in the User Guide. In that process you will register, validate your email, request access and approval to view your case. After your information is validated by the court, you will be able to view case information and documents filed in your case.

If you have questions regarding this process, please contact the court at 1-855-212-1234.

STATE OF NEW HAMPSHIRE

HILLSBOROUGH COUNTY
NORTHERN DISTRICT

SUPERIOR COURT

216-2022-CV-00242

Sheryl Lawrence
177 Bedford Road
New Boston, NH 03070

v.

The Lincoln National Life Insurance Company
1300 S. Clinton Street
Fort Wayne, IN 46802-3518

COMPLAINT
Jury Trial Demanded

NOW COMES the Plaintiff, Sheryl Lawrence, by and through counsel, Champions Law,
and complains as follows:

Parties

1. Sheryl Lawrence is an individual residing at 177 Bedford Road, New Boston,
New Hampshire.

2. The Lincoln National Life Insurance Company is a foreign corporation doing
business in this State with its corporate offices located at 1300 S. Clinton Street, Fort
Wayne, Indiana.

Jurisdiction & Venue

3. This court has jurisdiction to hear this civil case pursuant to RSA 491:7.
4. This is the appropriate venue because the Plaintiff is a resident of this county.
RSA 507:9.

5. On March 19, 2019, Sheryl Lawrence was hired by Robert Half International, Inc. as a Senior Software Engineer. Mrs. Lawrence is an insured under a short-term disability income policy issued by Broadspire and a long-term disability income policy issued by The Lincoln National Life Insurance Company (hereinafter "Lincoln") through her employer Robert Half International, Inc.

6. The long-term disability income policy issued by Lincoln is Group Disability Income Policy Number GF3-860-066675-01 (hereinafter "Policy") under which Mrs. Lawrence is an insured defines "disability" or "disabled" as meaning:

- a. That during the Elimination Period and the next 24 months of Disability the Covered Person, as a result of Injury or Sickness, is unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue his Own Occupation in the usual and customary way; and
- b. Thereafter, the Covered Person is unable to perform, with reasonable continuity, the Substantial and Material Acts of any occupation, meaning that as a result of sickness or injury the Covered Person is not able to engage with reasonable continuity in any occupation in which he could reasonably be expected to perform satisfactorily in light of his age, education, training, experience, station in life, and physical and mental capacity.

7. On August 12, 2019, Sheryl Lawrence became unable to work due to disabling medical conditions in her cervical and lumbar spine, migraine headaches, and chronic pain.

8. Since August 12, 2019, Mrs. Lawrence has been "unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue her Own Occupation in the usual and customary way" due to disabling medical conditions.

9. Since August 12, 2019, Mrs. Lawrence has been "unable to perform, with reasonable continuity, the Substantial and Material Acts of any occupation" and she "is not able to engage with reasonable continuity in any occupation in which she could be

reasonably expected to perform satisfactorily in light of her age, education, training, experience, station in life, and physical and mental capacity” as a result of her disabling medical conditions.

10. Mrs. Lawrence applied and was approved for short term disability benefits by Broadspire due to her disabling medical conditions which began on August 12, 2019.

11. On July 27, 2020, the Social Security Administration determined that Sheryl Lawrence is permanently disabled as of August 12, 2019, as she is unable to perform any substantial gainful activity due to her disabling medical conditions.

12. The disabling medical conditions suffered by Sheryl Lawrence have continued since August 12, 2019, the date of onset of her disability,

13. On or about January 29, 2021, Sheryl Lawrence applied for long-term disability benefits under the policy issued by Lincoln and her application for benefits was first denied on February 3, 2021, on the alleged basis that the company did not receive all necessary proof to verify her disability.

14. On July 30, 2021, Mrs. Lawrence appealed Lincoln’s denial of her request for long-term disability benefits, due to her permanently disabling medical condition, and provided additional proofs of her disability.

15. On December 2, 2021, Lincoln notified Sheryl Lawrence that the company had “referred her file for a medical review” and “once the report has been completed, we will contact you with our determination.”

16. On or about the end of February 2022, Lincoln’s claim representative Kelli Triano, LTD Technical Specialist, contacted Mrs. Lawrence’s counsel via telephone to inform that her claim for long term disability benefits had been denied and that she would

be issuing a report. To date, a report detailing the reason for Lincoln's denial has not been received by Mrs. Lawrence or her counsel.

Count I – Breach of Contract

17. The preceding paragraphs are hereby incorporated into this Count as if set forth in full.

18. The Defendant Lincoln has a duty to its insured Sheryl Lawrence to pay long term disability benefits to Sheryl Lawrence as an insured who is disabled as defined under the Policy.

19. The Defendant Lincoln has breached its duty to pay long term disability benefits to Sheryl Lawrence as an insured who is disabled as defined under the Policy.

20. The Plaintiff Sheryl Lawrence has suffered damages within the jurisdictional limits of this court as a result of Defendant Lincoln's breach of its duty to pay long term disability benefits to Sheryl Lawrence as an insured who is disabled as defined under the Policy.

Count II – Violation of Unfair Claim Settlement Practices by Insurer – RSA 417:4, XV.

21. The preceding paragraphs are hereby incorporated into this Count as if set forth in full.

22. The Defendant Lincoln has failed to acknowledge and act promptly upon communications with respect to Plaintiff Sheryl Lawrence's claim who is a disabled insured as defined under the Policy.

23. The Defendant Lincoln has compelled the Plaintiff Sheryl Lawrence to institute litigation to recover amounts due under the Policy by denying her long term disability benefits when she is a disabled insured as defined under the Policy.

WHEREFORE, Plaintiff Sheryl Lawrence respectfully requests that the Court:

- a. Grant the Plaintiff's Sheryl Lawrence's Complaint;
- b. Order the Defendant The Lincoln National Life Insurance Company to pay long term disability benefits to Plaintiff Sheryl Lawrence who is a disabled insured as defined under the Policy;
- c. Award Plaintiff her costs and reasonable attorneys' fees; and
- d. Grant such other relief as is just.

Respectfully submitted,
SHERYL LAWRENCE,
By Her Attorneys,
Champions Law, PLLC

Date: April 27, 2022

/s/Laurie A. Lacoste
Laurie A. Lacoste, NH Bar #16465
170 West Road, Suite 6D
Portsmouth NH 03801
(603) 436-8100
laurie@champions.law

Merrimack County Sheriff's Office

DAVID A. CROFT
333 Daniel Webster Hwy
Boscawen, NH 03303
Phone: 603-796-6600

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
1300 S CLINTON ST
FORT WAYNE, IN 46802-3518

AFFIDAVIT OF SERVICE

MERRIMACK, SS.

5/13/22

I, DEPUTY JENNIFER L BOUCHER, this date at 1312 a.m./(p.m.), summoned the within named defendant THE LINCOLN NATIONAL LIFE INSURANCE COMPANY as within commanded by leaving at the office of David Scanlan, Secretary of State of New Hampshire, its true and lawful Attorney for the service of process under, and by virtue of, Chapter 510:4, New Hampshire Revised Statutes Annotated, as amended, a true and attested copy of this Summons and Complaint, and I paid the Secretary of State ten (\$10.00) dollars as his fee for accepting service.

FEES

Service	\$30.30
Postage	1.00
Travel	15.00
PD to SOS	10.00
TOTAL	<u>\$56.30</u>

A TRUE COPY ATTEST:



DEPUTY BOUCHER
Merrimack County Sheriff's Office



DEPUTY JENNIFER L BOUCHER
Merrimack County Sheriff's Office